

Doc. # 5518

ADOPTED

8/19/92

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

THE GREEK ORTHODOX CHURCH ST. JOHN THE BAPTIST

AND

BERKELEY TRUST

This agreement is made as of the ____ day of _____, 1992 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and The Greek Orthodox Church St. John The Baptist, and The Berkeley Trust, hereinafter called the Licensee.

A License to occupy the License Area, as shown in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is a portion of Parcel 32C bounded Harrison Avenue, Rollins and Waltham Streets contains approximately 9,218 square feet of vacant land, and shall be used exclusively as an off-street facility for the parking of motor vehicles.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. This License shall commence from the date hereof and shall continue in full force and effect from year to year for a period of two (2) years from the date of execution on until the development of Parcel 32C, the Licensor may terminate this License by giving thirty calendar days' notice to terminate.
4. The License Fee shall be \$16,200.00 for a period of two years. The License fee shall be payable in twelve (12) monthly payments of \$675.00 payable to the Licensor commencing with the execution of the Agreement. In consideration for capital improvements to be made to the License Area, the licensee shall be entitled to claim up to 50% of documented capital improvements as a credit against rent due to the Licensor. However, the amount of credit shall be limited so as not to exceed 50% of the monthly rent, and further there shall be a six month term limit for claiming said credit. The six month period shall commence with the execution of the License. Upon the execution of this Agreement, the Licensee shall deposit with the Licensor a sum equal to one (1) month's installment of the License Fee to be retained by the Licensor until sixty days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and

conditions of this Agreement. No interest shall be paid to the Licensor on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty days following its due date, the validity of which has not been contested in writing by the Licensee within said thirty day period, may, without further authorization, be deducted from any funds that are due or maybe due the Licensee from the Licensor. Any monthly installment of the License Fee which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with One Million Dollars (\$1,000,000) per occurrence combined single limit, Two Million Dollars (\$2,000,000) aggregate. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to

any ordinance or by-law of the City of Boston.

10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor
11. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the License, shall be at the sole risk of the Licensee.
12. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
13. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not too oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
14. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
15. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

MEMORANDUM

BOSTON REDEVELOPMENT AUTHORITY

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR
By: Theodore S. Chandler, Acting Director

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FERRA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN REDEVELOPMENT PROJECT
PORTION OF PARCEL 330
By: _____

APPROVED AS TO FORM:

Chief General Counsel
Boston Redevelopment Authority

Parcel 330, consisting of about 24,254 square feet of land, is bounded by Warrington Street, Warrington Street, Rollins Street and Harrison Avenue in the South End Urban Renewal Area, Project No. AR-15. The proposed license area is a portion of Parcel 330 which consists of about 2,746 square feet of vacant land. It is bounded by Harrison Avenue, Rollins and Warrington Streets.

The Greek Orthodox Church St. John the Baptist and the Berkeley Trust have requested the use of a portion of Parcel 330 for an interim parking facility.

The Greek Orthodox Church, located at 15 Union Park Street, needs parking to accommodate its members for Sunday services and for special events. Authorization to park on the site will alleviate much of the traffic congestion in the immediate neighborhood.

The Berkeley Trust needs off-street parking facility for the parking of motor vehicles in connection with the use of the building located at 500 Harrison Avenue for a period of two years. Gunwyn Company, Wilson Lima, Allen Nichols and Lee Johnson are the principals of the Berkeley Trust and their business is located at 500 Harrison Avenue in the South End neighborhood.

In August of 1980, Berkeley Trust purchased a seven-story building at 500 Harrison Avenue containing 10,000 square feet of vacant office and commercial space. Under the new ownership, the building has been transformed into a quality office and commercial facility for intermediate and large space users. The seven-story building is now known as the South End Design Center (Design Center) which is managed by N.J.C.

MEMORANDUM

Doc. # 5518
ADOPTED

AUGUST 19, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
PORTION OF PARCEL 32C

SUMMARY: This memorandum requests that the Director be authorized to execute a License Agreement with the Greek Orthodox Church St. John The Baptist and with the Berkeley Trust for the use of a portion of Parcel 32C for an interim parking facility for a period of two years. The license fee shall be \$675.00 per month for a period of two years.

Parcel 32C, consisting of about 95,354 square feet of land, is bounded by Washington Street, Waltham Street, Rollins Street and Harrison Avenue in the South End Urban Renewal Area, Project No. Mass. R-56. The proposed License Area is a portion of Parcel 32C which consists of about 9,218 square feet of vacant land. It is bounded by Harrison Avenue, Rollins and Waltham Streets.

The Greek Orthodox Church St. John The Baptist and the Berkeley Trust have requested the use of a portion of Parcel 32C for an interim parking facility.

The Greek Orthodox Church, located at 15 Union Park Street, needs parking to accommodate its members for Sunday services and for special events. Authorization to park on the site will alleviate much of the traffic congestion in the immediate neighborhood.

The Berkeley Trust needs off-street parking facility for the parking of motor vehicles in connection with the use of the building located at 560 Harrison Avenue for a period of two years. Gunwyn Company, William Lima, Mario Nicosia and Leo Rabinvitz are the principals of the Berkeley Trust and their business is located at 560 Harrison Avenue in the South End neighborhood.

In August of 1990, Berkeley Trust purchased a seven-story building at 560 Harrison Avenue containing 200,000 square feet of rentable office and commercial space. Under the new ownership, the building has been transformed into a quality office and commercial facility for intermediate and large space users. The seven-story building is now known as the South End Design Center (Design Center) which is managed by N.I.C.

Management. The management company is located at 560 Harrison Avenue. Currently there are 144 tenants in the building of which 40 percent of the tenants reside in Boston. Given the increase in the number of tenants moving into the Design Center parking has become a problem for the immediate neighborhood. Providing off-street parking for the tenants at 560 Harrison Avenue will create more jobs in the City of Boston as well as alleviate the congested parking in the area. Therefore, Berkeley Trust is requesting to use of a portion of Parcel 32C for employee parking for the Design Center.

According to the plans which were submitted and approved the lot will be secured and lighted at all times. To screen the lot, evergreens will be placed along Harrison Avenue, Rollins and Waltham Streets. The lot will be maintained by the Berkeley Trust in a clean, safe and orderly manner.

In consideration for capital improvements to be made the Licensed Area, the Licensee shall be entitled to claim up to 50% of documented capital improvements as a credit against rent due to the BRA. However, the amount of credit shall be limited so as not to exceed 50% of the monthly rent, and further there shall be a six month term limit for claiming said credit. The six month period shall commence with the execution of the License Agreement.

It is, therefore, recommended that the Director be authorized to execute a License Agreement with the Greek Orthodox Church St. John The Baptist and the Berkeley Trust for a period of two years for the use of a portion of Parcel 32C, consisting of 9,218 square feet of vacant land, for off-street parking.
An appropriate vote follows:

VOTED: That the Director be authorized to execute and deliver a License Agreement to the Greek Orthodox Church St. John The Baptist and the Berkeley Trust to use a portion of Parcel 32C, consisting of approximately 9,218 square feet of vacant land, for off-street parking. at a fee of \$675.00 per month for a period of two years. The License Area is bounded by Harrison Avenue, Rollins and Waltham Streets. Said License shall obtain the expressed provision that the Licensee agrees to assume all maintenance expenses including cleaning of litter, trash, debris or other disposable material on the premises. Said License shall provide that the Licensee shall obtain liability insurance naming the BRA as additional insured in all policies, in accordance with the BRA's usual form. Said License is to contain the expressed provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond the temporary License. Said License is to include such terms and conditions as the Director deems proper and in the best interest of the BRA and, furthermore, the Director is authorized to execute any other necessary and appropriate documents as determined by the Director in connection with the license of a portion of Parcel 32C in the South End Urban Renewal Area.



LICENSE AREA

PARCEL 32-C

CATHEDRAL HIGH SCHOOL

CATHEDRAL OF THE HOLY CROSS
ROMAN CATHOLIC

RECTORY

CATHEDRAL SCHOOL

54d

54

49c

PB-12

P-17

P-14

P-18

PB-11

P-16

PB-30A

PB-30B

PB-30C

PB-30D

PB-30E

PB-30F

PB-30G

PB-30H

PB-30I

PB-30J

PB-30K

PB-30L

PB-30M

PB-30N

PB-30O

PB-30P

PB-30Q

PB-30R

PB-30S

PB-30T

PB-30U

PB-30V

PB-30W

PB-30X

PB-30Y

PB-30Z

PB-30AA

PB-30AB

PB-30AC

PB-30AD

PB-30AE

PB-30AF

PB-30AG

PB-30AH

PB-30AI

PB-30AJ

PB-30AK

PB-30AL

PB-30AM

PB-30AN

PB-30AO

PB-30AP

PB-30AQ

PB-30AR

PB-30AS

PB-30AT

PB-30AU

PB-30AV

PB-30AW

PB-30AX

PB-30AY

PB-30AZ

PB-30BA

PB-30BB

PB-30BC

PB-30BD

PB-30BE

PB-30BF

PB-30BG

PB-30BH

PB-30BI

PB-30BJ

PB-30BK

PB-30BL

PB-30BM

PB-30BN

PB-30BO

PB-30BP

PB-30BQ

PB-30BR

PB-30BS

PB-30BT

PB-30BU

PB-30BV

PB-30BW

PB-30BX

PB-30BY

PB-30BZ

PB-30CA

PB-30CB

PB-30CC

PB-30CD

PB-30CE

PB-30CF

PB-30CG

PB-30CH

PB-30CI

PB-30CJ

PB-30CK

PB-30CL

PB-30CM

PB-30CN

PB-30CO

PB-30CP

PB-30CQ

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PB-30CT

PB-30CU

PB-30CV

PB-30CW

PB-30CX

PB-30CY

PB-30CZ

